



Tourism & Events Department
7506 E. Indian School Rd
Scottsdale, AZ 85251
480-312-7177
www.ScottsdaleAz.gov

To: David Scholefield, Chairperson
Tourism Development Commission

From: Steve Geiogamah, Tourism Development Manager

Date: April 18, 2016

Subject: FY2017/18 Event Development Funding Programs

Attached for Commission consideration are the FY2017/18 Tourism Event Funding program information/applications and sample event contracts.

Following the February TDC work-study session, staff and the TDC event working group met to discuss the event programs qualifications and criteria. The following are highlighted proposed program changes:

- Seasonality Funding Criteria Adjustment
- Minimum 2000 Attendance Level Requirement
- Qualifying Type of Events
- Required New Event Development Event Location Requirements
- Community Event Number of Years \$30,000 Funding Eligibility
- Program Information and Application Format

Proposed changes highlighted in red and grey take into consideration TDC comments as well as recommendation provided by the event working group.

Next Steps

Following TDC discussion and additional considerations, staff will present final event funding program recommendations at the May 16 TDC meeting.

**City of Scottsdale
Matching Event Advertising Funding Program
Application**

Events are an important component of Scottsdale's overall image and its product. They help increase national and international visibility for Scottsdale as a desirable tourist destination.

The Matching Event Advertising Program supports events that market the destination and generate incremental Scottsdale room nights associated with the event. The city will match dollars spent on marketing outside of Maricopa County, up to \$30,000 per event.

Qualifications: All qualifications must be met in order to be eligible for funding.

- Must spend marketing dollars outside of Maricopa County to promote the event and enhance Scottsdale's attractiveness as a tourist destination.
- Supports at least one tourism driver: art and culture, culinary, golf, sports and recreation or western.
- **Attendance must exceed 2,000.**
- Non-discriminatory in nature and provides reasonable accommodations for those with special needs.
- The event or portion of the event must be held within the corporate limits of the City of Scottsdale.
- Must provide evidence of room nights in Scottsdale hotels as a result of the event. Funding levels are determined on number of room nights generated (see Funding Criteria).
- Enhances Scottsdale's status and aligns with Scottsdale's brand image. .
- Funding application is received a minimum of 90 days prior to start of event.
- Has obtained all necessary city and governmental permits.

Ineligibility: The following types of events are not eligible for funding:

- **Trade shows**
- **Neighborhood block parties**
- **Corporate Meetings**
- **Events that are mainly fundraisers**
- **Events (or events attached to other events) that receive funding support from other bed tax programs**

Questions, Application and Approval Process

- Applications:
 - Read application document entirely. Only apply if event meets qualifications.
 - Fill out application. Incomplete submissions will not be accepted.
 - Submit application via mail or email to City of Scottsdale Tourism & Events Department
- Approval:
 - Applications will be reviewed by City of Scottsdale staff for eligibility, accuracy, and possible recommendation.
 - Recommendations are approved by the Tourism Development Commission.
- Questions and Applications should be submitted to:
City of Scottsdale Tourism & Events Department
Attention: Holli Shannon
7506 E. Indian School Rd.
Scottsdale, AZ 85251
hshannon@scottsdaleaz.gov
480-312-7177

Funding Criteria:

Events will be evaluated for funding based on the following tier structure criteria.

TIER ONE EVENT - \$30,000 Maximum Awarded

Extensive promotion of the event (showing Scottsdale as a desirable tourist destination) outside of Maricopa County AND evidence of a minimum of 2,396 room nights generated during the event.

TIER TWO EVENT - \$15,000 Maximum Awarded

Limited promotion of the event (showing Scottsdale as a desirable tourist destination) outside of Maricopa County AND evidence of a minimum of 1,198 room nights generated during the event.

TIER THREE EVENT - \$5,000 Maximum Awarded

Minimal promotion of the event (showcasing Scottsdale as a desirable tourist destination) AND evidence of a minimum of 400 room nights generated during the event.

Funds Disbursed:

The approved funding will be provided post-event, once all contract requirements have been fulfilled.

Approved Use of Funds

- Traditional advertising (print, television, out-of-home, radio)
- Digital advertising
- Social Media advertising
- Direct mail

Responsibility of Event Producer:

- Comply with all City of Scottsdale application, permit, insurance and approval requirements and processes for special events
- Review, sign and adhere to all requirements as outlined in the Event Agreement.

Final Notes: The City of Scottsdale and the Scottsdale tourism industry are eager to support quality events that contribute to our strong tourism image, have growth potential and provide measurable return to the City of Scottsdale and the industry:

- This communication is an invitation to submit an application and should not be interpreted as approval of City funding for the event.
- Actual funding amount and specific uses must be specifically authorized by the City.
- Application is not a legally binding agreement.

MATCHING EVENT ADVERTISING FUNDING APPLICATION		
APPLICANT INFORMATION		
Application Date:		
Organization Name:		Legal Description (LLC, etc.)
Business Address:		
City:	State:	Zip Code:
Event Contact:		
Phone:	Cell Phone:	Email:
Event Producer Qualifications:		
EVENT INFORMATION		
Event Name:		
Event Website:		
Event Date(s):		Event Times(s):
Event Address:		
City:	State:	Zip Code:
Admission Cost:	Projected Attendance:	Years in Scottsdale:
Expense Budget(includes marketing):	Total Marketing Budget:	Estimated Revenue:
Brief description of event:		
If you have previously received funding from the City of Scottsdale, list years and amounts below (list only up to last three years).		
Year	Amount	

MATCHING EVENT ADVERTISING FUNDING APPLICATION

FUNDING REQUEST

The City's Tourism Development Commission has developed the Approved Uses, listed below, for any funds that are granted. Events must use City funds for advertising outside Maricopa County.

- A. Traditional advertising (print, television, out-of-home, radio)
- B. Digital advertising
- C. Social Media advertising
- D. Direct mail

Funds granted are based on a dollar-for-dollar match for the same approved use. For example, if the total cost of a direct mail campaign is \$10,000 the request for City funds would be \$5,000, with the balance of \$5,000 to be paid by the event.

City of Scottsdale cannot be the full funding source for an event. The contract requires that the producer perform other activities with no reimbursement from the City to conduct the event as promised to the City. Details about fully reimbursable and non-reimbursable activity are in the Event Agreement and should be reviewed carefully.

ONLY list those items that are being requested for reimbursement.

Fill out the below chart in its entirety to be eligible for matching event funding from the city. Here is an example:

<i>Example:</i>					
<u>Item:</u> <i>Afar Magazine</i>	<u>Demographics:</u> <i>Adults 35-53</i>	<u>Market:</u> <i>National</i>	<u>Timing:</u> <i>Jan. 2017</i>	<u>Type:</u> <i>Print</i>	<u>Cost:</u> <i>\$32,000</i>

MARKETING PLAN AND BUDGET INFORMATION

<u>Item:</u>	<u>Demographics:</u>	<u>Market:</u>	<u>Timing:</u>	<u>Type:</u>	<u>Cost:</u>
			Total Cost:		

MATCHING EVENT ADVERTISING FUNDING APPLICATION

Describe how the event will contribute to Experience Scottsdale's branding efforts as well as provide exposure nationally, internationally and/or outside Maricopa County for Scottsdale's attractiveness as a destination to our target visitor:

If approved for funding, please explain how event funding will enhance your event's marketing and PR efforts:

SUBMISSION INFO

I authorize the verification of the information provided on this form.

Signature of applicant:

Date:

Name

Contract No. ____-____-COS

MATCHING EVENT ADVERTISING FUNDING PROGRAM AGREEMENT

THIS MATCHING EVENT ADVERTISING FUNDING PROGRAM AGREEMENT (the "Agreement") is made this ____ day of _____, 20____ by and between _____, an Arizona _____ ("Producer") and CITY OF SCOTTSDALE, an Arizona municipal corporation ("City").

RECITALS

A. Producer is the producer of a certain tourist-oriented event (the "Event") known as _____. The Event is oriented toward certain tourists (the "Out-of-town Tourists"). Out-of-town Tourists are people who reside outside of Maricopa County who visit Scottsdale and stay overnight specifically to attend the Event.

B. The Event is described in the Matching Event Advertising Funding Program application (the "Event Description") that Producer has submitted to City dated _____, 20____, and attached as Exhibit A.

C. City's City Council has approved the expenditure of a portion of certain funds collected under Scottsdale Revised Code Sections 2-285 and 288 (the "Bed Tax Funds") to be used to help promote certain events supporting tourism and the hospitality industry in Scottsdale, Arizona. Bed Tax Funds are limited to the portion of such funds that the city council allocates to event development.

D. Producer has requested that City pay to Producer a portion of the Bed Tax Funds ("the "Event Funds") in a maximum amount of _____ (\$_____) (the "Event Amount") to secure the public benefits provided by the Event.

E. City is not willing to pay the Event Funds to Producer unless Producer performs certain activities related to the Event to promote Scottsdale as a tourist destination.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties hereto agree as follows:

1. Funding Limitation. Payment of the Event Funds is subject to the various limits contained elsewhere in this Agreement and the following cumulative conditions and limitations, and payment of Event Funds may be reduced or no payment made if City determines that Producer has not fulfilled all terms of this Agreement:

1.1 The total amount of Event Funds City pays under this Agreement shall not exceed the Event Amount, minus reductions under paragraph 1.4 and other amounts to which City may be entitled.

1.2 City's payments shall be made only from Bed Tax Funds. City is not obligated to provide funding from any other source.

1.3 Event Funds shall be disbursed only to the extent City determines, in its sole and absolute discretion, that City has collected adequate Bed Tax Funds to disburse Event Funds,

taking into account all circumstances including, without limitation, competing uses for the Bed Tax Funds.

1.4 If the Producer's Post-Event Report does not provide sufficient evidence, as determined by the City, that the Event generated at least _____ room nights as specified in the Event Application ("minimum room nights") in ~~Scottsdale~~ hotels that pay bed tax to the City of Scottsdale, the maximum Event Funds payable shall be reduced based on ratio of room nights generated, as determined by the City, to the minimum room nights.

~~1.41.5~~ The City may reduce payment or make no payment of Event Funds if the City determines that the Producer has failed to fulfill all terms of this Agreement.

2. Event Requirements. Producer shall cause the Event to comply with all of the following requirements:

2.1 The Event shall be of the same scale, quality, attendance, economic benefit to the public and provide other public benefits, or better, as are described in the Event Description or were provided by the Event last year.

2.2 The Event shall be open to the public. Producer may elect to charge admission for the Event.

2.3 The Event shall be held on the date or dates stated in the Event Description. The date of the Event may be postponed as follows:

2.3.1 Postponement is not allowed unless due to war; insurrection; strikes, lock-outs; other major industrial disturbances; civil disturbances; riots; floods; earthquakes; fires; casualties; acts of the public enemy; blockades; epidemics; quarantine restrictions; freight embargoes; widespread transportation system failure; or extremely unusual severe weather.

2.3.2 If the Event is postponed, it shall be rescheduled to a date that is acceptable to both Producer and City. If within sixty (60) days after the originally scheduled Event date Producer and City do not agree to a new Event date, then this Agreement shall terminate.

2.4 The Event or portion of the Event shall be held within the corporate limits of the City of Scottsdale.

~~2.42.5~~ The Event shall have attendance of at least 2,000. Prior to the Event occurring, Producer shall inform City's contract administrator of the method Producer will use to track attendance.

3. Non-Reimbursable Activities. Producer shall perform certain activities (the "Non-Reimbursable Activities") at Producer's own expense, with no reimbursement, as follows:

3.1 Producer shall publicly acknowledge the City support represented by this Agreement. Without limitation, all Event publicity, messaging and other activities that occur before and during the Event shall clearly and prominently indicate that the Event will occur in Scottsdale. All Event publicity and messaging that acknowledges any Event sponsor shall acknowledge the City as a sponsor and shall utilize (where appropriate in City's discretion) a logo provided by City and/or a logo provided by the Scottsdale Convention & Visitors Bureau

d/b/a Experience Scottsdale ("SCVB") provided that at a minimum, Producer shall acknowledge the City as a sponsor at least twice in publicity and messaging. . No other use of City's name is allowed in any form of advertising or public relations without prior City approval.

3.2 If the Producer distributes an Event program, Producer shall publish in the Event program at least one reasonably prominent advertisement that is a full page. The advertisement shall use content provided by City promoting Scottsdale.

3.3 No later than 60 days prior to the Event, Producer shall offer to City a minimum of a 10 foot x 10 foot reasonably prominent exhibit space at the Event to be used by City at no charge for the purpose of promoting Scottsdale.

3.4 No later than sixty (60) days prior to the Event, Producer shall meet or otherwise communicate with City and shall propose and obtain City approval of the booking engines, room blocks, third party economic impact reports or other methods, subject to City approval, that Producer will use to track which hotels and other lodgings are used by attendees, staff, vendors and other persons who attend the Event.

3.5 Beginning at least 60 days prior to the Event, the official Event web site shall have a prominent link to City's web site and/or to SCVB's web site and contain Event information that is sufficient to promote Event programming and the day(s), time and location of the Event.

~~3.6 Producer shall prominently display a City sponsorship banner provided by the City.~~

~~3.7~~ 3.6 Producer shall provide the City with benefits, including recognition and publicity, commensurate with benefits provided to other sponsors at a similar sponsorship level as the City.

4. Post Event Report Requirements. After the Event, Producer shall report the Non-Reimbursable Activities and other Event information by providing to City a report (the "Post Event Report") as follows:

4.1 The Post Event Report shall be a written report formatted according to a template to be provided by City.

4.2 The Post Event Report shall include the following:

4.2.1 A narrative description of:

4.2.1.1 The Event.

4.2.1.2 Producer's performance under this Agreement.

4.2.1.3 The benefits to City and the public achieved and likely to be achieved because of the Event.

4.2.1.4 The Event's effects on City hotels.

4.2.1.5 The positive and negative effects of the Event on City services, facilities and neighborhoods.

4.2.2 Any publication tear sheets, air-time logs, website content, distribution or viewing logs, and other evidence of media publication or distribution verifying that Producer has performed the Non-Reimbursable Activities, all in form and content acceptable to City.

4.2.3 If applicable, a tear sheet of City's full page advertisement in the Event program.

4.2.4 Any economic impact report that Producer may prepare or obtain of the Event.

4.2.5 The results of any intercept survey or similar data Producer may prepare or obtain of the Event.

4.2.6 The results of Producer's tracking of hotels and other lodgings used by persons attending the Event based on evidence from Scottsdale Hotels.

4.2.7 Such other information as the Post Event Report template to be provided by City shall require.

5. Reimbursable Activities. Producer shall perform certain additional activities (the "Reimbursable Activities") at Producer's own expense, subject to reimbursement by Event Funds, as follows:

5.1 Producer shall cause unrelated third parties to provide advertising to promote Scottsdale as a tourist destination (the "Qualified Items") that are listed on **Exhibit "B"** attached hereto (the "Qualified Item List").

5.2 No changes to the Qualified Items, such as additions, deletions or variations are allowed unless Producer gives City written notice of the request for a change and receives written notice from City approving the change, in City's sole and absolute discretion. City will not pay for unapproved changes. If City does not approve a change for a Qualified Item, then Producer must obtain and use that Qualified Item as listed on the Qualified Item List.

5.3 Producer shall not request changes after the date that is thirty (30) days before the date the Event begins. City shall respond to any request for a change within fifteen (15) days after receiving the request. City's failure to timely respond shall constitute City's rejection of the request.

6. Invoice Requirements. Producer shall report the Reimbursable Activities by providing an invoice (the "Invoice") to City as follows:

6.1 City shall make a single payment for all Qualified Items. The Invoice shall be addressed from Producer to City and shall request the payment.

6.2 City shall not be obligated to pay any part of a late Invoice.

6.3 The Invoice shall be accompanied by the following evidence for all of the Qualified Items showing that Producer has made full payment to the third parties listed on the Qualified Item List:

6.3.1 A formal, written invoice issued by the third party to Producer that includes a list of the goods or services provided for the Event and the amount the third party charged Producer for the goods or services.

6.3.2 A copy of a cancelled check from Producer to the third party showing the payment described on the third party's invoice.

6.3.3 Publication tear sheets, air-time logs, website content, distribution or viewing logs, and other evidence of media publication or distribution verifying that Producer has performed the Reimbursable Activities, all in form and content acceptable to City.

6.3.4 Such other evidence as City may request.

6.4 The amount of the City payment to Producer with respect to each Qualified Item shall be the amount listed for that Qualified Item on the Qualified Item List, not to exceed fifty percent (50%) of the amount Producer paid to the listed third party for the Qualified Item, subject to the City's right to reduce payment or not make payment if City determines that Producer has not fulfilled all terms of this Agreement.

7. Intercept Survey. At the time of the Event, City may elect to conduct an intercept survey. City shall provide the survey questions. Producer shall pay to City up to fifty percent (50%) of the cost of the survey as requested by City's contract administrator, Producer's share not to exceed Three Thousand Five Hundred and no/100 Dollars (\$3,500.00). Producer shall cooperate, as requested by City, with City in conducting the intercept survey and shall not hinder or prevent City from conducting the survey.

8. Delivery and Follow up. Producer shall inform City of its activities under this Agreement as follows:

8.1 Producer shall deliver the Post Event Report and the Invoice to City no later than the earlier of sixty (60) days following the Event or the June 20 first following the Event.

8.2 Producer shall deliver the Post Event Report and the Invoice simultaneously ~~in the same package and delivery, but each shall be enclosed in a separate sealed envelope within the package.~~

8.3 Subject to section 8.4, City shall pay the Event Funds within sixty (60) days after receiving all of the following:

8.3.1 The Post Event Report.

8.3.2 The Invoice.

8.3.3 All supporting and other materials required by this Agreement.

8.4 If the City determines that an audit under Section 9 of the Agreement will be conducted, payment will be made within 120 days of the City receiving the information in

Section 8.3 provided the Producer fully cooperates in the audit. The Producer's failure to fully cooperate in the audit may delay payment beyond 120 days.

8.5 After the Event, Producer shall make oral reports to City's Tourism Development Commission and City Council, if City requests.

9. Records and Audit Rights. Producer's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Producer or any of his payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Producer's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Producer must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Producer and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section, discloses overcharges, of any nature, by the Producer to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Producer. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Producer's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Producer.

10. Termination. This Agreement shall terminate upon Producer providing to City a satisfactory Post Event Report, complying with all other requirements of this Agreement, and City paying to Producer the Event Funds. However, City may, without further obligation, terminate the Agreement at any earlier time for convenience or cause by giving Producer ten (10) days written notice of the termination.

11. Other City Contracts and Resources. City's obligations to Producer are limited to the specific items detailed in this Agreement. If Producer desires use of City resources, then Producer must pursue those City resources through normal processes. Without limitation, City's support of the Event is not a commitment that such City resources will be available, even if the City resources are discussed in this Agreement or are necessary to conduct the Event in the manner contemplated by this Agreement. Without limitation, this agreement does not authorize any use of any land or facilities owned, controlled or operated by City or any third party. Producer shall not use such land or facilities without first entering into separate contracts for such use. City has not promised Producer any such contracts or use. This Agreement is not a promise to make City venues or other resources available for the Event. Any use of City property for the Event would require a separate contract. If Producer enters into any other agreements with City, including without limitation agreements for the same event, for other events, or for use of city venues for any event, then any violation of this Agreement or any of the other agreements by Producer shall be a violation by Producer of all such agreements and this paragraph shall be deemed to be included in all such other agreements. If any other such agreement imposes on Producer different requirements than this agreement, then the stricter requirements shall apply.

12. Indemnification. To the fullest extent permitted by law, Producer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Producer relating to the Event, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others connected with the Event or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Producer's customers or employees. Producer's indemnification obligations shall extend beyond and will not be affected by any termination of this Agreement.

13. Insurance. Producer shall purchase and maintain during the Event and during all setup and takedown of the Event insurance with coverages and limits as follows:

a. The following coverages are required:

- i. "Occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.
- ii. If any vehicle is used in the performance of the scope of work that is the subject of this contract, commercial/business automobile liability insurance with a limit of not less than \$1,000,000, each accident with respect to the Producer owned, hired, and non-owned vehicles.
- iii. Workers compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Producer's employees; and Employers' Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. If any work is performed by third parties, Producer will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of Producer.
- iv. If valet parking is offered, garage keepers legal liability with limits of not less than \$75,000 per vehicle.
- v. If alcohol is sold at the Event, liquor liability insurance with a limit of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate.

- b. For all insurance policies except Workers Compensation, City shall be named as additional insured.
- c. City's Risk Management Division may increase or change required insurance coverage and limits from time to time depending on the size, scope and nature of the activities of the Event. No reduction in coverage or policy limits is effective without the written approval of City's Risk Manager or his designee.
- d. Producer shall purchase and maintain all required insurance from insurance companies licensed to do business in the State of Arizona, or from qualified non-admitted insurers who are authorized to do business in the State of Arizona.
- e. Producer shall provide City, prior to the Event, certificates of insurance as evidence that the required insurance coverages and limits are in full force and effect. If the Event occurs at Westworld, compliance with the Westworld event contract regarding evidence of insurance will be considered compliance with this Section.
- f. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Producer shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required by this Agreement which protects City and Producer. Producer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- g. Required insurance shall be issued by insurance companies licensed to do business in the State of Arizona, or from qualified non-admitted insurers who are authorized to do business in the State of Arizona.

14. Miscellaneous. The following additional provisions shall apply:

- a. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, proposal, draft agreement, discussion outline, correspondence, memoranda or representation regarding the payment of City funds for the Event.
- b. Delegation. City may designate in writing a designee to receive any of Producer's performances under this Agreement. Until further notice, City designates SCVB to receive the Exhibit Space Invitation.
- c. Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all state, local and federal laws, policies and regulations applicable to the Event. This Agreement is not a permit or other regulatory approval to hold the Event.
- d. Assignment. Producer's obligations and rights hereunder shall not be assigned or delegated in whole or in part without City's prior written consent.

- e. Cancellation. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. Section 38-511.
- f. Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties.
- g. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.
- h. Attorney's Fees. If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.
- i. Notices. Notices hereunder shall be given in writing by hand delivery or by United States mail, return receipt requested, postage prepaid addressed to:

If to City: Steve Geiogamah-Contract Administrator
 Tourism Development Manager
 Tourism and Events Department
 City of Scottsdale
 7506 E Indian School Rd.
 Scottsdale, AZ 85251

If to Producer: _____

By notice from time to time, City or Producer may designate any other address for receiving mailed notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

- j. Third Parties. There are no third party beneficiaries to this Agreement.
- k. Employment of Unauthorized Workers. Producer shall comply with A.R.S. §23-211, et seq. and all other applicable federal, state and local laws and regulations that relate to Producer's employees (collectively, the "Unauthorized Worker Laws"). Producer shall cause its contractors to comply with the Unauthorized Worker Laws as respects the contractors' employees. Without limitation, Producer warrants and represents pursuant to A.R.S. §41-4401(A)(1) that Producer and its contractors comply with A.R.S. §23-214(A). Pursuant to A.R.S. §41-4401(A)(2), a breach of this paragraph shall be a material breach of this Agreement and an event of default, which shall entitle City to exercise any and all remedies described in this Agreement or

otherwise available at law or equity, including without limitation termination of this Agreement. However, pursuant to A.R.S. §41-4401(C), Producer shall not be deemed to be in material breach of the warranty if Producer and its contractors establish that they have complied with the employment verification provisions prescribed by §274A and §274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). City shall have the right to inspect the records and papers of Producer and its employees, and of Producer's contractors and their employees, to ensure that Producer and its contractors are in compliance with this paragraph.

15. Producer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

PRODUCER:

By: _____
Its: _____

CITY OF SCOTTSDALE, a
municipal corporation

CITY:

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Bruce Washburn, City Attorney
By: William Hylen, Senior Assistant City Attorney

Katherine Callaway, Risk Management Director

Steve Geiogamah, Tourism Development Manager

Event Application

FY ____ / ____ Matching Event Advertising Funding Program
Qualified Item List

Event Name: East Riders Horse Association

Event Date: February ____ - ____, 20____

Category	Qualified Items	Maximum City Matching Funding
Print	Afar Magazine	
		\$ _____
Digital	Blank Website Promotion	
		\$ _____
Social Media	Facebook	
		\$ _____
Direct Media	Postcards	
		\$ _____
	TOTAL	\$ _____

City of Scottsdale Community Event Funding Program Application

Events are an important component of Scottsdale's overall image and its product. They help increase national and international visibility for Scottsdale as a desirable tourist destination.

The Community Event Funding Program supports events that are locally significant and provide something to do for visitors who are already here.

Maximum funding amount is \$30,000.

***Qualifications:** All qualifications must be met in order to be eligible for funding.

- Non-profit entity with verification of current IRS 501(c) tax exempt non-profit status.
- Provides educational, recreational, cultural, historical or social opportunities accessible to a significant number of local residents and visitors.
- **Attendance must exceed 2,000.**
- Supports at least one tourism drivers: art and culture, culinary, golf, sports and recreation or western.
- Enhances Scottsdale's status and aligns with Scottsdale's brand image. Non-discriminatory in nature and provides reasonable accommodations for those with special needs.
- The event or portion of the event must be held within the corporate limits of the City of Scottsdale.
- Active event permit that is approved before disbursement of funds.
- Funding application is received a minimum of 90 days prior to start of event.

Ineligibility: The following types of events are not eligible for funding:

- **Trade shows**
- **Neighborhood block parties**
- **Corporate Meetings**
- **Events that are mainly fundraisers**
- **Events (or events attached to other events) that receive funding support from other bed tax programs**

Questions, Application and Approval Process

- Applications:
 - Read application document entirely. Only apply if event meets qualifications.
 - Fill out application. Incomplete submissions will not be accepted.
 - Submit application via mail or email to City of Scottsdale Tourism & Events Department
- Approval:
 - Applications will be reviewed by City of Scottsdale staff for eligibility, accuracy, and possible recommendation.
 - Recommendations are approved by the Tourism Development Commission.
- Questions and Applications should be submitted to:
City of Scottsdale Tourism & Events Department
Attention: Holli Shannon
7506 E. Indian School Rd.
Scottsdale, AZ 85251
hshannon@scottsdaleaz.gov
480-312-7177

Funding Criteria:

Funding will be awarded as outlined, based on the criteria below. Producers may apply for up to \$30,000 maximum for operational and/or marketing and advertising expenses.

Add up items from each category to determine maximum amount of funding for which your event is eligible. Only apply for maximum funding amount for which your event qualifies.

Category 1: Attendance	
2,000 – 5,000	\$2,500
5,001 – 10,000	\$5,000
10,001+	\$7,500
Category 2: Event Days	
1 day	\$1,000
2 days	\$2,500
3+ days	\$5,000
Category 3: Event Years in Scottsdale	
0 – 5 years	\$1,000
6 – 10 years	\$2,500
11 – 25 years	\$5,000
25+ years	\$10,000
40+ years	\$15,000
Category 4: Seasonality (bonus for events between May and Dec.)	
1 day	\$1,000
2 days	\$1,500
3+ days	\$2,000
Category 5: Updated Website (must be active with the following information at least 60 days prior to event: event name, date, location, hours, phone number, ticket info and description).	\$500

Funds Disbursed:

Three quarters (75%) of the recommended funding will be provided once the event has been approved. The final quarter (25%) of event funding will be provided once all contract requirements have been fulfilled.

Approved Use of Funds

- Event marketing, promotion or advertising
- City staff, such as police for parking and traffic control
- City refuse collection not normally scheduled
- Direct event production costs
- Fees for use of public property

Responsibility of Event Producer:

- Comply with all City of Scottsdale application, permit, insurance and approval requirements and processes for special events
- Review, sign and adhere to all requirements as outlined in the Event Agreement.

Final Notes: The City of Scottsdale and the Scottsdale tourism industry are eager to support quality events that contribute to our strong tourism image, have growth potential and provide measurable return to the City of Scottsdale and the industry:

- This communication is an invitation to submit an application and should not be interpreted as approval of City funding for the event.
- Actual funding amount and specific uses must be specifically authorized by the City.
- Application is not a legally binding agreement.

COMMUNITY EVENT FUNDING APPLICATION		
APPLICANT INFORMATION		
Application Date:	Legal Non-Profit: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Organization Name:		
Business Address:		
City:	State:	Zip Code:
Event Contact:		
Phone:	Cell Phone:	Email:
Event Producer Qualifications:		
EVENT INFORMATION		
Event Name:		
Event Website:		
Event Date(s):	Event Times(s):	
Event Address:		
City:	State:	ZIP Code:
Admission Cost:	Projected attendance:	Years in Scottsdale:
Expense Budget (includes marketing):	Marketing Budget:	Estimated Revenue:
Brief description of event:		
If you have previously received funding from the City of Scottsdale, list years and amounts below (list only up to last three years).		
Year	Amount	

COMMUNITY EVENT FUNDING APPLICATION

How will this event benefit residents and the City of Scottsdale:

FUNDING REQUEST

The City's Tourism Development Commission has developed the Approved Uses, listed in Sections A-E below, for any funds that are granted.

- A. Event marketing, promotion or advertising
- B. City staff, such as police for parking and traffic control
- C. City refuse collection not normally scheduled
- D. Direct event production costs
- E. Fees for use of public property

City of Scottsdale cannot be the full funding source for an event. The contract requires that the producer perform other activities with no reimbursement from the City to conduct the event as promised to the City. Details about fully reimbursable and non-reimbursable activity are in the Event Agreement and should be reviewed carefully.

Complete the funding criteria worksheet below to determine maximum funding amount allowed. Once the total funding amount is determined, list how those funds will be used in the expense worksheet (see next page).

FUNDING CRITERIA WORKSHEET

Category 1: Attendance

<input type="checkbox"/>	2,000 – 5,000	\$2,500
<input type="checkbox"/>	5,001 – 10,000	\$5,000
<input type="checkbox"/>	10,001+	\$7,500
Total funding allowed from Category 1		

Category 2: Event Days

<input type="checkbox"/>	1 day	\$1,000
<input type="checkbox"/>	2 days	\$2,500
<input type="checkbox"/>	3+ days	\$5,000
Total funding allowed from Category 2		

Category 3: Event Years in Scottsdale

<input type="checkbox"/>	0 – 5 years	\$1,000
<input type="checkbox"/>	6 – 10 years	\$2,500
<input type="checkbox"/>	11 – 24 years	\$5,000
<input type="checkbox"/>	25+ years	\$10,000
<input type="checkbox"/>	40+ years	\$15,000
Total funding allowed from Category 3		

Contract No. ____-____-COS

COMMUNITY EVENT FUNDING AGREEMENT

THIS COMMUNITY EVENT FUNDING AGREEMENT (the "Agreement") is made this ____ day of _____, 20__ by and between _____, an Arizona non-profit ("Producer") and the City Of Scottsdale, an Arizona municipal corporation ("City").

RECITALS

- A. Producer is the producer of a certain community event (the "Event") known as _____.
- B. Producer has submitted to City an application (the "Application") describing the Event and requesting that City authorize funds for certain expenses of the Event (the "Qualified Expenses") dated _____ and attached as Exhibit A.
- C. At Producer's request, City has determined to provide funds (the "Event Funds") to Producer in the amount of _____ (\$) (the "Event Amount") to secure the public benefits provided by the Event.
- D. Producer's executing and performing this Agreement is a condition of City's willingness to provide the Event Funds.
- E. The City Council has considered the city expenditure authorized by this Agreement and the direct consideration that the city will receive and finds that there is a clearly identified public purpose for the city's expenditure and that the city will receive direct consideration substantially equal to its expenditure.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties hereto agree as follows:

1. Funding Limitation. Payment of the Event Funds is subject to the following cumulative conditions and limitations, and the City may reduce payment or make no payment if the City determines the Producer has not fulfilled all the terms of this Agreement:

1.1 The total amount of Event Funds City pays under this Agreement shall not exceed the Event Amount, minus setoffs and other amounts to which City may be entitled.

1.2 Without detracting from limits contained elsewhere in this Agreement, Event Funds shall be disbursed only to the extent City determines, in its sole and absolute discretion, that City has adequate funds to disburse these amounts, taking into account all circumstances including, without limitation, competing uses for the funds.

~~1.2.1~~ 1.3 The City may reduce payment or make no payment of Event Funds if the City determines that the Producer has failed to fulfill all terms of this Agreement.

2. Event Requirements. Producer shall cause the Event to comply with all of the following requirements:

2.1 The Event or portion of the Event shall be held within the corporate limits of the City of Scottsdale.

2.2 The Event shall be open to the public.

2.3 The Event shall be held on the date or dates stated in the Application.

~~2.4 Event Requirements. Producer shall cause the Event to comply with all of the following requirements:~~

~~2.52.4~~ The Event shall be of the same scale, quality, attendance, economic benefit to the public and provide other public benefits, or better, as are described in the Event Description or were provided by the Event last year.

~~2.62.5~~ The Event shall be open to the public. Producer may elect to charge admission for the Event.

~~2.72.6~~ The Event shall be held on the date or dates stated in the Application. The date of the Event may be postponed as follows:

~~2.7.12.6.1~~ Postponement is not allowed unless due to war; insurrection; strikes, lock-outs; other major industrial disturbances; civil disturbances; riots; floods; earthquakes; fires; casualties; acts of the public enemy; blockades; epidemics; quarantine restrictions; freight embargoes; widespread transportation system failure; or extremely unusual severe weather.

~~2.7.22.6.2~~ If the Event is postponed, it shall be rescheduled to a date that is acceptable to both Producer and City. If within sixty (60) days after the originally scheduled Event date Producer and City do not agree to a new Event date, then this Agreement shall terminate.

~~2.82.7~~ Producer shall publicly acknowledge the City support represented by this Agreement. Without limitation, all Event publicity, messaging and other activities that occur before and during the Event shall clearly and prominently indicate that the Event will occur in Scottsdale. All Event publicity and messaging that acknowledges any Event sponsor shall acknowledge the City as a sponsor and shall utilize (where appropriate in City's discretion) a logo provided by City and/or a logo provided by the Scottsdale Convention & Visitors Bureau d/b/a Experience Scottsdale ("SCVB") provided that at a minimum, Producer shall acknowledge the City as a sponsor at least twice in publicity and messaging. No other use of City's name is allowed in any form of advertising or public relations without prior City approval.

~~2.92.8~~ If the Producer distributes an Event program, Producer shall publish in the Event program at least one reasonably prominent advertisement that is at least half of a full page. The advertisement shall use content provided by City promoting Scottsdale.

~~2.102.9~~ ~~If City requests,~~ Producer shall offer to City a minimum of a 10 foot x 10 foot reasonably prominent exhibit space at the Event to be used by City at no charge for the purpose of promoting Scottsdale.

~~2.112.10~~ ~~If the City requests, t~~The official Event web site shall have a prominent link to City's web site and/or to SCVB's web site.

~~_____ If requested, Producer shall prominently display a City sponsorship banner provided by the City.~~

~~2.122.11 The Event shall have attendance of at least 2,000. Prior to the Event occurring, Producer shall inform City's contract administrator of the method Producer will use to track attendance.~~

~~3. Intercept Survey. At the time of the Event, City may elect to conduct an intercept survey at City's expense. City shall provide the survey questions.~~

4.3. Event Fund Payment. City shall pay Event Funds as follows:

4.13.1 Producer shall use Event Funds for the sole purpose of paying the City or an unrelated third party for the Qualified Expenses as described in the Application. Only costs for the following are Qualified Expenses:

~~4.1.13.1.1 Event marketing, promotions, or advertising.~~

4.1.23.1.2 City staff services, such as police for parking and traffic control.

4.1.33.1.3 City refuse collection services not normally scheduled.

4.1.43.1.4 Direct Event production costs.

~~4.1.5 Event marketing, promotions, or advertising.~~

4.1.63.1.5 Fees charged for use of City property.

4.23.2 Within sixty (60) days after the date of this Agreement, Producer shall provide to City Producer's invoice for the Event Amount. Within sixty (60) days after the receipt of the invoice, City shall make a payment of 75% of the Event Amount for all Qualified Expenses. City shall not be obligated to pay any part of a late invoice.

4.33.3 No later than the earlier of the June 20 first following the Event or the date sixty (60) days after the Event, Producer shall provide to City a written report (the "Post Event Report") signed by Producer. The Post Event Report shall describe the Event, Producer's use of the Event Funds, promotional activities, attendance, and Producer's performance under this Agreement. The Post Event Report shall include such other information as the Post Event Report template to be provided by City shall require.

4.43.4 Subject to section 4.5, within sixty (60) days of the receipt of the Post Event Report, City shall make payment of the remaining 25% of all Qualified Expenses.

~~4.53.5~~ If the City determines that an audit under Section 8 of the Agreement will be conducted, payment will be made within 120 days of the City receiving the information in Section 4.3 provided the Producer fully cooperates in the audit. The Producer's failure to fully cooperate in the audit may delay payment beyond 120 days.

5.4. Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all state, local and federal laws, policies and regulations applicable to the Event. This Agreement is not a permit or regulatory approval to hold the Event.

This Agreement is not a contract to make City venues or other resources available for the Event. Any use of City property for the Event would require a separate contract.

6-5. Indemnification. To the fullest extent permitted by law, Producer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Producer relating to the Event, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others connected with the Event or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Producer's or such other persons, customers or employees. Producer's indemnification obligations shall extend beyond and will not be affected by any termination of this Agreement.

7-6. Insurance. Producer shall purchase and maintain during the Event and during all setup and takedown of the Event insurance with coverages and limits as follows:

7-16.1 The following coverages are required:

7-1.16.1.1 "Occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.

7-1.26.1.2 If any vehicle is used in the performance of the scope of work that is the subject of this contract, commercial/business automobile liability insurance with a limit of not less than \$1,000,000, each accident with respect to the Producer owned, hired, and non-owned vehicles.

7-1.36.1.3 Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Producer's employees; and Employers' Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. If any work is performed by third parties, Producer will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of Producer.

7-1.46.1.4 If valet parking is offered, Garage keepers Legal Liability with limits of not less than \$75,000 per vehicle.

7-1.56.1.5 If alcohol is sold at the Event, liquor liability insurance with a limit of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate.

7-26.2 For all insurance policies except Workers Compensation, the City shall be named as additional insured.

~~7.36.3~~ City's Risk Management Division may increase or change required insurance coverage and limits from time to time depending on the size, scope and nature of the activities of the Event. No reduction in coverage or policy limits is effective without the written approval of City's Risk Manager or his designee.

~~7.46.4~~ Producer shall purchase and maintain all required insurance from insurance companies licensed or qualified unlicensed in the State of Arizona.

~~7.56.5~~ Producer shall provide City, prior to the Event, certificates of insurance as evidenced that the required insurance coverages and limits are in full force and effect. If the Event occurs at Westworld, compliance with the Westworld event contract regarding evidence of insurance will be considered compliance with this Section.

~~7.66.6~~ Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Producer shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required by this Agreement which protects City and Producer. Producer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

~~8.7.~~ Records and Audit Rights.

Producer's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Producer or any of his payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Producer's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Producer must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Producer and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section, discloses overcharges, of any nature, by the Producer to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Producer. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Producer's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Producer.

~~9.8.~~ Termination. This Agreement shall terminate upon the date that Producer provides to City a satisfactory Post Event Report. However, City may, without further obligation, terminate the Agreement earlier for convenience or cause, upon giving Producer ten (10) days written notice.

~~10.9.~~ Miscellaneous. The following additional provisions shall apply:

~~10.19.1~~ Assignment. Producer's obligations and rights hereunder shall not be assigned or delegated, in whole or in part, without City's prior written consent.

~~10.29.2~~ Cancellation. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. Section 38-511.

~~10.39.3~~ Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties.

~~10.49.4~~ Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

~~10.59.5~~ Attorney's Fees. If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

~~10.69.6~~ Authority. The person executing this Agreement on behalf of Producer warrants and represents to have full power and authority on behalf of Producer to enter into and perform this Agreement.

~~10.79.7~~ Notices. Notices hereunder shall be given in writing by hand delivery or by United States mail, return receipt requested, postage prepaid addressed to:

If to City: Steve Geiogamah-Contract Administrator
Tourism Development Manager
Tourism and Events Department
City of Scottsdale
7506 E Indian School Rd
Scottsdale, AZ 85251

If to Producer:

By notice from time to time, City or Producer may designate any other address for receiving mailed notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

~~10.89.8~~ Third Parties. There are no third party beneficiaries to this Agreement.

~~10.99.9~~ Employment of Unauthorized Workers. Producer shall comply with A.R.S. §23-211, et seq. and all other applicable federal, state and local laws and regulations that relate to Producer's employees (collectively, the "Unauthorized Worker Laws"). Producer shall cause its contractors to comply with the Unauthorized Worker Laws as respects the contractors' employees. Without limitation, Producer warrants and represents pursuant to

A.R.S. §41-4401(A)(1) that Producer and its contractors comply with A.R.S. §23-214(A). Pursuant to A.R.S. §41-4401(A)(2), a breach of this paragraph shall be a material breach of this Agreement and an event of default, which shall entitle City to exercise any and all remedies described in this Agreement or otherwise available at law or equity, including without limitation termination of this Agreement. However, pursuant to A.R.S. §41-4401(C), Producer shall not be deemed to be in material breach of the warranty if Producer and its contractors establish that they have complied with the employment verification provisions prescribed by §274A and §274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). City shall have the right to inspect the records and papers of Producer and its employees, and of Producer's contractors and their employees, to ensure that Producer and its contractors are in compliance with this paragraph.

~~11.10.~~ Producer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

PRODUCER: _____

By: _____
Its: _____

CITY: **CITY OF SCOTTSDALE**, an Arizona municipal corporation

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Bruce Washburn, City Attorney
By: William K. Hylen, Senior Assistant City Attorney

Katherine Callaway, Risk Management Director

Steve Geigamah, Tourism Development Manager

Event Application

**City of Scottsdale
Event Venue Fee Funding Program
Application**

Events are an important component of Scottsdale's overall image and its product. The Event Venue Fee Program supports events that generate substantial room nights and take place at city owned, controlled or operated venues.

Maximum funding amount is \$5,000 for events at city venues except WestWorld. Maximum funding amount is \$25,000 for events held at WestWorld.

Qualifications: All qualifications must be met in order to be eligible for funding.

- Must be held in a city owned, operated or controlled venue.
- Must provide evidence of room nights in Scottsdale bed tax paying hotels as a result of the event.
- Supports at least one tourism driver: art and culture, culinary, golf, sports and recreation or western.
- Non-discriminatory in nature and provides reasonable accommodations for those with special needs.
- Enhances Scottsdale's status and aligns with Scottsdale's brand image.
- Funding application is received a minimum of 90 days prior to start of event.
- Has obtained all necessary city and governmental permits.

Ineligibility: The following types of events are not eligible for funding:

- Trade shows
- Neighborhood block parties
- Corporate Meetings
- Events that are mainly fundraisers
- Events (or events attached to other events) that receive funding support from other bed tax programs

Questions, Application and Approval Process

- Applications:
 - Read application document entirely. Only apply if event meets qualifications.
 - Fill out application. Incomplete submissions will not be accepted.
 - Submit application via mail or email to City of Scottsdale Tourism & Events Department
- Approval:
 - Applications will be reviewed by City of Scottsdale staff for eligibility, accuracy, and possible recommendation.
 - Recommendations are approved by the Tourism Development Commission.
- Questions and Applications should be submitted to:
City of Scottsdale Tourism & Events Department
Attention: Holli Shannon
7506 E. Indian School Rd.
Scottsdale, AZ 85251
hshannon@scottsdaleaz.gov
480-312-7177

Funding Criteria:

The TDC has developed certain requirements for event venue fee program funds. Applicants requesting City funding event support must satisfy the following:

- The cost of the city venue must be paid by the event producer or tournament director prior to funding.
- The maximum amount available for events or tournaments at city owned, operated or controlled venues (except WestWorld) is \$5,000. To qualify for \$5,000, event must generate a minimum of 400 Scottsdale room nights. Anything less than 400 room nights will be pro-rated.
- The maximum amount available for events or tournaments at WestWorld is \$25,000. To qualify for \$25,000, event must generate a minimum of 1,997 Scottsdale room nights. Anything less than 1,997 room nights will be pro-rated.

Funds Disbursed:

The approved funding will be provided post-event, once all contract requirements have been fulfilled. A paid in full receipt from the City of Scottsdale Venue is required before reimbursement payment can be made.

Approved Use of Funds

Funds are a reimbursement for venue fees paid to the city owned, controlled or operated venue.

Responsibility of Event Producer:

- Comply with all City of Scottsdale application, permit, insurance and approval requirements and processes for special events
- Review, sign and adhere to all requirements as outlined in the Event Agreement.

Final Notes: The City of Scottsdale and the Scottsdale tourism industry are eager to support quality events that contribute to our strong tourism image, have growth potential and provide measurable return to the City of Scottsdale and the industry:

- This communication is an invitation to submit an application and should not be interpreted as approval of City funding for the event.
- Actual funding amount and specific uses must be specifically authorized by the City.
- Application is not a legally binding agreement.

EVENT VENUE FEE FUNDING APPLICATION		
APPLICANT INFORMATION		
Application Date:		
Organization Name:		Legal Description (LLC, etc.)
Business Address:		
City:	State:	Zip Code:
Event Contact:		
Phone:	Cell Phone:	Email:
EVENT INFORMATION		
Event Name:		
Event Website:		
Event Date(s):		Event Times(s):
Event Location:		
City:	State:	Zip Code:
Admission Cost:	Projected Attendance:	Years in Scottsdale:
Expense for Venue:		Requested Funding Amount:
Brief description of event:		
Number of measureable room nights:	Source of room night data (Room Blocks, Survey, Room Pickup Reports, etc.):	

EVENT VENUE FEE FUNDING APPLICATION

If you have previously received funding from the City of Scottsdale, list years and amounts below (list only up to last three years).

Year	Amount

FUNDING REQUEST

City of Scottsdale cannot be the full funding source for an event. The contract requires that the producer perform other activities with no reimbursement from the City to conduct the event as promised to the City. Details about fully reimbursable and non-reimbursable activity are in the Event Agreement and should be reviewed carefully.

MARKETING INFORMATION

Provide a brief description of any event advertising or promotions (include marketing budget):

SUBMISSION INFO

I authorize the verification of the information provided on this form.

Signature of applicant:

Date:

Name

_____-_____-COS

EVENT VENUE FEE AGREEMENT

THIS EVENT VENUE FEE AGREEMENT (the "Agreement") is made this ____ day of _____, 20____ by and between _____, an Arizona _____ ("Producer") and CITY OF SCOTTSDALE, an Arizona municipal corporation ("City").

RECITALS

A. Producer is the producer of a certain tourist-oriented event (the "Event") known as _____. The Event is oriented toward certain tourists (the "Out-of-town Tourists"). Out-of-town Tourists are people who reside outside of Maricopa County who visit Scottsdale and stay overnight in Scottsdale specifically to attend the Event.

B. The Event is described in the Event Venue Fee Program application that Producer has submitted to City (the "Event Description") dated _____, 20____, attached as Exhibit A.

C. City's City Council has approved the expenditure of a portion of certain funds collected under Scottsdale Revised Code Sections 2-285 and 288 (the "Bed Tax Funds") to be used to help promote certain events supporting tourism and the hospitality industry in Scottsdale, Arizona. Bed Tax Funds are limited to the portion of such funds that the city council allocates to event development.

D. Producer has requested that City pay to Producer a portion of the Bed Tax Funds (the "Event Funds") in a maximum amount of _____ (\$_____) (the "Event Amount") to secure the public benefits provided by the Event.

E. City is not willing to pay the Event Funds to Producer unless Producer performs certain activities related to the Event to promote Scottsdale as a tourist destination.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties hereto agree as follows:

1. Funding Limitation. Payment of the Event Funds is subject to the various limits contained elsewhere in this Agreement and the following cumulative conditions and limitations:

1.1 The total amount of Event Funds City pays under this Agreement shall not exceed the Event Amount, minus setoffs and other amounts to which City may be entitled.

1.2 City's payments shall be made only from Bed Tax Funds. City is not obligated to provide funding from any other source.

1.3 Event Funds shall be disbursed only to the extent City determines, in its sole and absolute discretion, that City has collected adequate Bed Tax Funds to disburse Event Funds, taking into account all circumstances including, without limitation, competing uses for the Bed Tax Funds.

1.4 If the Producer's Post-Event Report does not provide sufficient evidence, as determined by the City, that the Event generated at least _____ room nights as specified in the Event Description ("minimum room nights") in ~~Scottsdale~~ hotels that pay bed tax to the City of Scottsdale as specified in the Event Description ("minimum room nights"), the maximum Event Funds payable shall be reduced based on the ratio of room nights generated, as determined by the City, to the minimum room nights.

~~1.4.1.5 The City may reduce payment or make no payment of Event Funds if the City determines that the Producer has failed to fulfill all terms of this Agreement.~~

2. Event Requirements. Producer shall cause the Event to comply with all of the following requirements:

2.1 The Event shall be of the same scale, quality, attendance, economic benefit to the public and provide other public benefits, or better, as are described in the Event Description and as were provided by the Event last year (if the event occurred last year).

2.2 The Event shall conform to the Event Description.

2.3 The Event shall be open to the public. Producer may elect to charge admission for the Event.

2.4 The Event shall be held on the date or dates stated in the Event Description. The date of the Event may be postponed as follows:

2.4.1 Postponement is not allowed unless due to war; insurrection; strikes, lock-outs; other major industrial disturbances; civil disturbances; riots; floods; earthquakes; fires; casualties; acts of the public enemy; blockades; epidemics; quarantine restrictions; freight embargoes; widespread transportation system failure; or extremely unusually severe weather.

2.4.2 If the Event is postponed, it shall be rescheduled to a date that is acceptable to both Producer and City. If within sixty (60) days after the originally scheduled Event date Producer and City do not agree to a new Event date, then this Agreement shall terminate.

2.5 The Event or portion of the Event specified in the Event Description shall be held within the corporate limits of the City of Scottsdale.

3. Non-Reimbursable Activities. Producer shall perform certain activities (the "Non-Reimbursable Activities") at Producer's own expense, with no reimbursement, as follows:

3.1 Producer shall publicly acknowledge the City support represented by this Agreement. Without limitation, all Event publicity, messaging and other activities that occur before and during the Event shall clearly and prominently indicate that the Event will occur in Scottsdale. All Event publicity and messaging that acknowledges any Event sponsor shall acknowledge the City as a sponsor and shall utilize (where appropriate in City's discretion) a logo provided by City and/or a logo provided by the Scottsdale Convention & Visitors Bureau d/b/a/ Experience Scottsdale ("SCVB") provided that at a minimum, Producer shall acknowledge the City as a sponsor at least twice in publicity and messaging. No other use of City's name is allowed in any form of advertising or public relations without prior City approval.

3.2 If the Producer distributes an Event program, Producer shall publish in the Event program at least one reasonably prominent advertisement that is at least a full page. The advertisement shall use content provided by City promoting Scottsdale.

3.3 No later than 60 days prior to the Event, Producer shall offer to City a minimum of a 10 foot x 10 foot reasonably prominent exhibit space at the Event to be used by City at no charge for the purpose of promoting Scottsdale.

3.4 Beginning at least 60 days prior to the Event, the official Event web site shall have a prominent link to City's web site and/or to SCVB's web site and contain Event information that is sufficient to promote Event programming and the day(s), time and location of the Event.

~~3.5 Producer shall prominently display a City sponsorship banner provided by City.~~

~~3.6~~3.5 Producer shall provide the City with benefits, including recognition and publicity, commensurate with the benefits provided to other sponsors at a similar sponsorship level as the City.

~~4. Intercept Survey. At the time of the Event, City may elect to conduct an intercept survey. City shall provide the survey questions. Producer shall pay to City up to fifty percent (50%) of the cost of the survey as requested by City's contract administrator. Producer's share not to exceed Three Thousand Five Hundred and no/100 Dollars (\$3,500.00). Producer shall cooperate, as requested by City, with City in conducting the intercept survey and shall not hinder or prevent City from conducting the survey.~~

5.4. Post Event Report Requirements. After the Event, Producer shall report the Non-Reimbursable Activities and other Event information by providing to City a report ("the Post Event Report") as follows:

5.14.1 The Post Event Report shall be a written report formatted according to a template to be provided by City.

5.24.2 The Post Event Report shall include the following:

5.2.14.2.1 A narrative description of:

5.2.1.14.2.1.1 The Event.

5.2.1.24.2.1.2 Producer's performance under this Agreement.

5.2.1.34.2.1.3 The benefits to City and the public achieved and likely to be achieved because of the Event.

5.2.1.44.2.1.4 The Event's effects on City hotels.

5.2.1.54.2.1.5 The positive and negative effects of the Event on City services, facilities and neighborhoods.

5.2.24.2.2 A statement of the total registered participants in attendance at the Event.

~~5.2.34.2.3~~ Any publication tear sheets, air-time logs, website content, distribution or viewing logs, and other evidence of media publication or distribution verifying that Producer has performed the Non-Reimbursable Activities, all in form and content acceptable to City.

~~5.2.44.2.4~~ If applicable, a tear sheet of City's full page advertisement in the Event program.

~~5.2.54.2.5~~ Any economic impact report that Producer may prepare or obtain of the Event.

~~5.2.64.2.6~~ The results of any intercept survey or similar data producer may prepare or obtain of the Event.

~~5.2.74.2.7~~ Documentation from Scottsdale hoteliers or third-party booking agent confirming the actual number of rooms sold in room blocks set aside for the Event.

~~5.2.84.2.8~~ Such other information as the Post Event Report template to be provided by City shall require.

~~6.5.~~ Reimbursable Activities. Producer shall perform certain additional activities (the "Reimbursable Activities") at Producer's own expense, subject to reimbursement by Event Funds, as follows:

~~6.15.1~~ Producer shall rent from City use of City's _____ facility and shall use the facility for the Event as described in the Event Description.

~~6.25.2~~ No changes to the Reimbursable Activities, such as additions, deletions or variations are allowed unless Producer gives City written notice of the request for a change and receives written notice from City approving the change, in City's sole and absolute discretion. City will not pay for unapproved changes.

~~7.6.~~ Invoice Requirements. Producer shall report the Reimbursable Activities by providing an invoice (the "Invoice") to City as follows:

~~7.16.1~~ City shall make a single payment for all Reimbursable Activities. The Invoice shall be addressed from Producer to City and shall request the payment.

~~7.26.2~~ City shall not be obligated to pay any part of a late Invoice.

~~7.36.3~~ The Invoice shall be accompanied by the following evidence for all of the Reimbursable Activities:

~~7.3.16.3.1~~ A formal, written invoice issued by the person who supplied goods and services for the Event to Producer that includes a list of the goods or services provided and the amount the person charged Producer for the goods or services.

~~7.3.26.3.2~~ A copy of a cancelled check from Producer to the person who provided the goods or services showing that Producer has paid the payment described on the person's invoice.

~~7.3.36.3.3~~ Such other evidence as City may request.

~~8.7.~~ Delivery and Follow up. Producer shall inform City of its activities under this Agreement as follows:

~~8.47.1~~ Producer shall deliver the Post Event Report and the Invoice to City no later than the earlier of sixty (60) days following the Event or the June 20 first following the Event.

~~8.27.2~~ Producer shall deliver the Post Event Report and the Invoice simultaneously ~~in the same package and delivery, but each shall be enclosed in a separate sealed envelope within the package.~~

~~8.37.3~~ Subject to section 8.4, City shall pay the Event Funds within sixty (60) days after receiving all of the following:

~~8.3.17.3.1~~ The Post Event Report.

~~8.3.27.3.2~~ The Invoice.

~~8.3.37.3.3~~ All supporting and other materials required by this Agreement.

~~8.47.4~~ If the City determines that an audit under Section 9 of the Agreement will be conducted, payment will be made within 120 days of the City receiving the information in Section 8.3 provided the Producer fully cooperates in the audit. The Producer's failure to fully cooperate in the audit may delay payment beyond 120 days.

~~8.57.5~~ After the Event, Producer shall make oral reports to City's Tourism Development Commission and City Council, if City requests.

~~9.8.~~ Records and Audit Rights.

Producer's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Producer or any of his payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Producer's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Producer must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Producer and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section discloses overcharges of any nature by the Producer to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Producer. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Producer's invoices and/or records

will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Producer.

~~10-9.~~ Termination. This Agreement shall terminate upon Producer providing to City a satisfactory Post Event Report, complying with all other requirements of this Agreement, and City paying to Producer the Event Funds. However, City may, without further obligation, terminate the Agreement at any earlier time for convenience or cause by giving Producer ten (10) days written notice of the termination.

~~11-10.~~ Other City Contracts and Resources. City's obligations to Producer are limited to the specific items detailed in this Agreement. For example, this Agreement does not obligate City to provide road closures, road closure equipment, hydrant water, emergency medical service, route clean-up service or other operations support. This Agreement does not allow Producer to conduct the Event at a City park or right-of-way or on other City land. If Producer desires use of City resources, then Producer must pursue those City resources through normal processes. Without limitation, City's support of the Event is not a commitment that such City resources will be available, even if the City resources are discussed in this Agreement or are necessary to conduct the Event in the manner contemplated by this Agreement. Without limitation, this Agreement does not authorize any use of any land or facilities owned, controlled or operated by City or any third party. Producer shall not use such land or facilities without first entering into separate contracts for such use. City has not promised Producer any such contracts or use. This Agreement is not a promise to make City venues or other resources available for the Event. Any use of City property for the Event would require a separate contract. If Producer enters into any other agreements with City, including without limitation agreements for the same event, for other events, or for use of city venues or resources for any event, then any violation of this Agreement or any of the other agreements by Producer shall be a violation by Producer of all such agreements and this paragraph shall be deemed to be included in all such other agreements. If any other such agreement imposes on Producer different requirements than this Agreement, then the stricter requirements shall apply.

~~12-11.~~ Indemnification. To the fullest extent permitted by law, Producer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Producer relating to the Event, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others connected with the Event or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Producer's customers or employees. Producer's indemnification obligations shall extend beyond and will not be affected by any termination of this Agreement.

~~13-12.~~ Insurance. Producer shall purchase and maintain during the Event and during all setup and takedown of the Event insurance with coverages and limits as follows:

~~13-12.1~~ The following coverages are required:

~~13-1-12.1.1~~ "Occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed

Operations Annual Aggregate, and a \$2,000,000 General Aggregate limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.

~~13.1.2~~ 12.1.2 If any vehicle is used in the performance of the scope of work that is the subject of this contract, commercial/business automobile liability insurance with a limit of not less than \$1,000,000, each accident with respect to the Producer owned, hired, and non-owned vehicles.

~~13.1.3~~ 12.1.3 Workers compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Producer's employees; and Employers' Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. If any work is performed by third parties, Producer will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of Producer.

~~13.1.4~~ 12.1.4 If valet parking is offered, garage keepers legal liability with limits of not less than \$75,000 per vehicle.

~~13.1.5~~ 12.1.5 If alcohol is sold at the Event, liquor liability insurance with a limit of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate.

~~13.2~~ 12.2 For all insurance policies except Workers Compensation, City shall be named as additional insured.

~~13.3~~ 12.3 City's Risk Management Division may increase or change required insurance coverage and limits from time to time depending on the size, scope and nature of the activities of the Event. No reduction in coverage or policy limits is effective without the written approval of City's Risk Manager or his designee.

~~13.4~~ 12.4 Producer shall purchase and maintain all required insurance from insurance companies licensed to do business in the State of Arizona, or from qualified non-admitted insurers who are authorized to do business in the State of Arizona.

~~13.5~~ 12.5 Producer shall provide City, prior to the Event, certificates of insurance as evidence that the required insurance coverages and limits are in full force and effect. If the Event occurs at Westworld, compliance with the Westworld event contract regarding evidence of insurance will be considered compliance with this Section.

~~13.6~~ 12.6 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Producer shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required by this Agreement which protects City and Producer. Producer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

14.13. Miscellaneous. The following additional provisions shall apply:

~~14.1~~ 13.1 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, proposal,

draft agreement, discussion outline, correspondence, memoranda or representation regarding the payment of City funds for the Event.

~~14.2~~13.2 Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all state, local and federal laws, policies and regulations applicable to the Event. This Agreement is not a permit or other regulatory approval to hold the Event.

~~14.3~~13.3 Assignment. Producer's obligations and rights hereunder shall not be assigned or delegated in whole or in part without City's prior written consent.

~~14.4~~13.4 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. Section 38-511.

~~14.5~~13.5 Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties.

~~14.6~~13.6 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

~~14.7~~13.7 Attorney's Fees. If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

~~14.8~~13.8 Authority. The person executing this Agreement on behalf of Producer warrants and represents to have full power and authority on behalf of Producer to enter into and perform this Agreement.

~~14.9~~13.9 Notices. Notices hereunder shall be given in writing by hand delivery or by United States mail, return receipt requested, postage prepaid addressed to:

If to City: Steve Geiogamah-Contract Administrator
Tourism Development Manager
Tourism and Events Department
City of Scottsdale
7506 E. Indian School Rd
Scottsdale, AZ 85251

If to Producer:

By notice from time to time, City or Producer may designate any other address for receiving mailed notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

~~14.10~~13.10 Third Parties. There are no third party beneficiaries to this Agreement.

~~14.11~~13.11 Employment of Unauthorized Workers. Producer shall comply with A.R.S. §23-211, et seq. and all other applicable federal, state and local laws and regulations that relate to Producer's employees (collectively, the "Unauthorized Worker Laws"). Producer shall cause its contractors to comply with the Unauthorized Worker Laws as respects the contractors' employees. Without limitation, Producer warrants and represents pursuant to A.R.S. §41-4401(A)(1) that Producer and its contractors comply with A.R.S. §23-214(A). Pursuant to A.R.S. §41-4401(A)(2), a breach of this paragraph shall be a material breach of this Agreement and an event of default, which shall entitle City to exercise any and all remedies described in this Agreement or otherwise available at law or equity, including without limitation termination of this Agreement. However, pursuant to A.R.S. §41-4401(C), Producer shall not be deemed to be in material breach of the warranty if Producer and its contractors establish that they have complied with the employment verification provisions prescribed by §274A and §274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). City shall have the right to inspect the records and papers of Producer and its employees, and of Producer's contractors and their employees, to ensure that Producer and its contractors are in compliance with this paragraph.

~~14.12~~13.12 Producer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

PRODUCER:

By: _____
Its: _____

CITY OF SCOTTSDALE, a
municipal corporation

CITY:

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

By: _____
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Bruce Washburn, City Attorney
By: William Hylan, Senior Assistant City Attorney

Katherine Callaway, Risk Management Director

Steve Geiogamah, Tourism Development Manager

Event Application

| ~~12407850v7~~ 12407850v8

City of Scottsdale New Event Development Guidelines & Qualifying Worksheet

Major events motivate significant visitation to Scottsdale and contribute to the City's overall brand and image. The New Event Development Funding Program supports events that increase national and international visibility for Scottsdale as a desirable tourist destination through extensive media coverage and generate incremental room nights for Scottsdale hotels and resorts.

Funding must be used for pre-event marketing and promotion. City will match dollars spent on marketing or promotion generated outside of Maricopa County.

Funding amount must be between \$35,000 and \$70,000.

Qualifications: All qualifications must be met in order to be eligible for funding.

- Supports at least one tourism driver: art and culture, culinary, golf, sports and recreation or western.
- Non-discriminatory in nature and provides reasonable accommodations for those with special needs.
- Enhances Scottsdale's status and aligns with Scottsdale's brand image.
- Attendance must exceed 2,000.
- Events must be held in the corporate limits of the City of Scottsdale. Exceptions will be made for events that: 1) Provide a large regional benefit, 2) Receive direct dollar support from multiple cities. Consideration will be given to events that take place in communities that are Experience Scottsdale partners and provide a minimum of \$1 million in advertising value.
- Funding application is received a minimum of 90 days in advance
- Has obtained all necessary city and governmental permits.

Ineligibility: The following types of events are not eligible for funding:

- Trade shows
- Neighborhood block parties
- Corporate Meetings
- Events that are mainly fundraisers
- Events (or events attached to other events) that receive funding support from other bed tax programs

Questions, Worksheet and Approval Process

- Worksheet:
 - Read qualifying worksheet in its entirety. Only complete if event meets qualifications.
 - Incomplete submissions will not be accepted.
 - Submit worksheet via email to City of Scottsdale Tourism & Events Department
- Approval:
 - Worksheet will be reviewed by City of Scottsdale staff for eligibility and accuracy.
 - Final recommendations are approved by the Tourism Development Commission after a brief proposal presentation of the event.
- Questions and Worksheets should be submitted to:
City of Scottsdale Tourism & Events Department
Attention: Steve Geiogamah SGeiogamah@scottsdaleaz.gov
480-312-7177

Funds Disbursed:

The approved funding will be provided post-event, once all contract requirements have been fulfilled.

Approved Use of Funds

- Funds must be used on pre-event, marketing efforts outside of Maricopa County
- A minimum of 50% of the funds awarded must be a cash expenditure on marketing. The remaining 50% of funds awarded can be counted as earned, promotional value not including discounted or trade value promotions. For example, if an event is awarded \$30,000, at least \$15,000 must be a cash expenditure on paid marketing. The remaining \$15,000 can be counted towards earned ad space, newspaper articles or other earned media that requires no cash expenditure.
- The funds provided cannot be more than 30% of your entire event budget.
- The funds cannot be used for public relations agency fees or talent appearing at the event.

Responsibility of Event Producer:

- Comply with all City of Scottsdale permit, insurance and approval requirements and processes for special events
- Review, sign and adhere to all requirements as outlined in the Event Agreement.

Final Notes: The City of Scottsdale and the Scottsdale tourism industry are eager to support quality events that contribute to our strong tourism image, have growth potential and provide measurable return to the City of Scottsdale and the industry:

- This communication is an invitation to submit a qualifying worksheet and should not be interpreted as approval of City funding for the event.
- Actual funding amount and specific uses must be specifically authorized by the City.
- Worksheet is not a legally binding agreement.

NEW EVENT DEVELOPMENT WORKSHEET

APPLICANT INFORMATION

Worksheet Date:

Organization Name:

Legal Description (LLC, etc.)

Business Address:

City:

State:

Zip Code:

Event Contact:

Phone:

Cell Phone:

Email:

EVENT INFORMATION

Event Name:

Event Website:

Event Date(s):

Event Times(s):

Event Location:

City:

State:

Zip Code:

Admission Cost:

Projected Attendance:

Years in Scottsdale:

Expense Budget (includes marketing):

Estimated Revenue:

Marketing Budget:

Requested Funding Amount:

Detailed description of event:

NEW EVENT DEVELOPMENT WORKSHEET

Provide a detailed, itemized list of sponsorship benefits the City of Scottsdale will receive as part of the sponsorship package. Please include advertising channels, advertising cost, impression values, and distribution methods:

Submit your current marketing plan as it is without City Funding. Please include location, timing, impressions, cost, etc. Attach if more space is needed.

Submit your enhanced marketing plan as it would be with City Funding. Please include location, timing, impressions, cost, etc. Attach if more space is needed.

NEW EVENT DEVELOPMENT WORKSHEET

Describe how you will provide qualitative and quantitative information regarding event attendance levels:

Provide estimated economic impact results of the event and the projected impact on Scottsdale:

Describe how the event will stimulate the fundamental decision to travel and visit Scottsdale, generate room nights as well as enhance the length of stay:

NEW EVENT DEVELOPMENT WORKSHEET

NEXT STEPS

This proposal process has been developed to provide necessary information for the City of Scottsdale, Tourism Development Commission to evaluate funding proposal requests and to determine appropriate funding for qualified events. The sponsorship review process can take up to 60 days to complete.

1. Staff reviews event qualification worksheet to determine event's eligibility
2. If event qualifies for funding, producer will present at the Tourism Development Commission (TDC) meeting. TDC has the potential to require more information or vote on funding amount they are recommending.
3. Event presentation to the TDC is required. The presentation should take no more than 5 minutes and outline the information provided in this worksheet.
4. TDC submits funding recommendation to City Council for approval (Following TDC recommendation, allow four weeks for council presentation).
5. Formal action by City Council

SUBMISSION INFO

I authorize the verification of the information provided on this form.

Signature of applicant:

Date:

Name

Contract No. ____ - ____ -COS

NEW EVENT FUNDING AGREEMENT

THIS NEW EVENT FUNDING AGREEMENT (the "Agreement") is made this ____ day of _____, 2016 by and between _____ ("Producer") and the City of Scottsdale, an Arizona municipal corporation ("City").

RECITALS

A. City's City Council has approved the expenditure of a portion of certain funds collected (the "Bed Tax Funds") in conformity with Financial Policy 21A to be used to help promote certain events supporting tourism and the hospitality industry in Scottsdale, Arizona.

B. Producer is the producer of _____ (the "Event").

C. Producer has submitted to City a proposal (the "Proposal") describing the Event and requesting that City authorize use of a portion of the Bed Tax Funds for the Event to promote Scottsdale as a tourist destination.

D. At Producer's request, City has determined to provide funds (the "Event Funds") to Producer up to the maximum amount of _____ (the "Event Amount") per Event.

E. City's willingness to provide the Event Funds is conditioned upon Producer's executing and performing this Agreement and delivering to City after the Event a report (the "Post Event Report") accompanied by a separate invoice (the "Invoice").

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties hereto agree as follows:

1. Funding Limitation. Payment of the Event Funds is subject to all of the following cumulative conditions and limitations:

1.1 The total amount of Event Funds City pays under this Agreement shall not exceed the Event Amount.

1.2 City's payment shall be made only from Bed Tax Funds, specifically the portion allocated to event development. City is not obligated to provide funding from any other source.

1.3 Without detracting from limits contained elsewhere in this Agreement, Event Funds shall be disbursed only to the extent City determines, in its sole and absolute discretion, that City has collected adequate Bed Tax Funds to disburse these amounts, taking into account all circumstances including, without limitation, competing uses for the Bed Tax Funds.

1.4 The City may reduce payment or make no payment of Event Funds if the City determines that the Producer has failed to fulfill all terms of this Agreement.

2. Event Requirements. In addition to the Event Scope of Deliverables more specifically set forth in Exhibit A, attached hereto and herein incorporated by reference in its entirety, Producer shall cause the Event to comply with all of the following requirements:

2.1 The Event or portion of the event shall be held within the corporate limits of the City of Scottsdale.

2.2 The Event shall be open to the public.

2.3 The Event shall be held on _____. Notwithstanding the foregoing, if the Event fails to occur on the above date solely due to weather, an act of God, or a condition beyond the reasonable control of Producer, then the Parties may agree to reschedule the Event (or any portion thereof) to a subsequent date certain. All rights and privileges of the parties will continue until conclusion of the Event. Should the Parties agree that rescheduling the Event is not tenable or the Parties cannot agree on a rescheduled date, this Agreement will terminate and City shall have no further obligation to provide additional funds beyond the value of sponsorship benefits provided as of the date of termination.

2.4 Producer's representation that the Event will be of the same scale, quality, attendance, economic benefit to the public and provide other public benefits, or better, as are described in the Proposal is a material term of this Agreement.

2.5 Producer shall publicly acknowledge the City support represented by this Agreement. Without limitation, all Event publicity, messaging and other activities that occur before and during the Event shall clearly and prominently indicate that the Event will occur in Scottsdale. All Event publicity and messaging that acknowledges any Event sponsor shall acknowledge the City as a sponsor and shall utilize (where appropriate in City's discretion) a logo provided by City and/or a logo provided by the Scottsdale Convention & Visitors Bureau d/b/a Experience Scottsdale ("SCVB") provided that at a minimum, Producer shall acknowledge the City as a sponsor at least twice in publicity and messaging. No other use of City's name is allowed in any form of advertising or public relations without prior City approval.

2.6 If the Producer distributes an Event program, Producer shall publish in the Event program at least one reasonably prominent advertisement that is a full page. The advertisement shall use content provided by City promoting Scottsdale.

2.7 Prior to the Event, Producer shall communicate to City for City's input the booking engines, room blocks, third party economic impact reports or equivalent methods that Producer will use to track which hotels and other lodgings paying bed tax to the City of Scottsdale are used by attendees, staff, vendors and other person who attend the Event.

2.8 No later than 60 days prior to the Event, Producer shall offer to City a minimum of a 10 foot x 10 foot reasonably prominent exhibit space at the Event to be used by City at no charge for the purpose of promoting Scottsdale.

2.9 Beginning at least 60 days prior to the Event, the official Event web site shall have a prominent link to City's web site and/or to SCVB's web site and contain Event information that is sufficient to promote Event programming and the day(s), time and location of the Event.

~~2.10 Producer shall prominently display a City sponsorship banner provided by the City.~~

~~2.142.10~~ Producer shall provide the City with benefits, including recognition and publicity, commensurate with benefits provided to other sponsors at a similar sponsorship level as the City.

~~2.122.11~~ At the time of the Event, City may elect to conduct an event intercept survey. City shall provide the survey questions. Producer shall pay to City up to fifty percent (50%) of the cost of the survey as requested by City's contract administrator, Producer's share not to exceed Three Thousand Five Hundred and no/100 Dollars (\$3,500). Producer shall cooperate, as requested by the City, with City in conducting the intercept survey and shall not hinder or prevent City from conducting the survey. Producer will reimburse this cost within 60 days of the City sending an invoice.

~~2.132.12~~ After the Event, Producer shall provide the Post Event Report to City as follows:

~~2.13.12.12.1~~ The Post Event Report shall include the following:

~~2.13.1.12.12.1.1~~ A narrative description of:

~~2.13.1.1.12.12.1.1.1~~ The Event.

~~2.13.1.1.22.12.1.1.2~~ Producer's performance under this Agreement.

~~2.13.1.1.32.12.1.1.3~~ The benefits to City and the public achieved and likely to be achieved because of the Event.

~~2.13.22.12.2~~ Any publication tear sheets, air-time logs, website content, distribution or viewing logs, and other evidence of media publication or distribution verifying that Producer has performed the Non-Reimbursable Activities, all in form and content acceptable to City.

~~2.13.32.12.3~~ If applicable, a tear sheet of City's full page advertisement in the Event program.

~~2.13.42.12.4~~ Any economic impact report that Producer may prepare or obtain of the Event.

~~2.13.52.12.5~~ The results of any intercept survey or similar data Producer may prepare or obtain of the Event.

~~2.13.62.12.6~~ The results of Producer's tracking of hotels and other lodgings used by persons attending the Event based on evidence from Scottsdale Hotels.

~~2.13.6.12.12.6.1~~ The Event's effects on City hotels.

~~2.13.6.22.12.6.2~~ The positive and negative effects on City services, facilities and neighborhoods.

~~2.12.6.3~~ A statement of the total budget for the Event with supporting documentation.

~~2.13.6.32.12.6.4~~ A statement of the total attendance for the Event.

~~2.13.6.42.12.6.5~~ A statement identifying all of the Producer's partners for the Event and all sponsors of the Event. For purposes of this Section, "partner" means any individual or entity that invests in, receives or may receive proceeds or income from the Event.

~~2.13.6.52.12.6.6~~ Such other information as the Post Event Report template to be provided by City shall require. The Post Event Report shall follow the format of the template provided by the City.

~~2.13.72.12.7~~ Producer shall deliver the Post Event Report to City no later than 60 days after the Event or by June 20th following the Event, whichever is earlier.

~~2.12.8~~ Producer shall deliver the Post Event Report and the Invoice simultaneously in the same package.

~~2.12.9~~ The Event shall have attendance of at least 2,000. Prior to the Event occurring, Producer shall inform City's contract administrator of the method Producer will use to track attendance.

~~2.13.82.12.10~~ If City requests, Producer shall make an oral presentation to the Tourism Development Commission and/or the City Council.

3. Event Fund Payment. Producer shall request Event Funds and City shall pay Event Funds based on the quantified values in Producer's post-Event report as follows:

3.1 City's payment of the Event Funds is conditioned upon Producer executing and performing this Agreement. City reserves the right to reduce the Event Amount below \$_____ or not make payment if Producer fails to fully perform all terms of this Agreement, including failing to make the full direct dollar marketing investment in the event as required by Exhibit A, or if Producer's post-event report does not support such direct sponsorship amount. The City may also reduce the amount of Event Funds paid so that Event Funds paid do not represent more than 30% of the event budget.

3.2 Subject to Section 3.3, City shall make the payment within sixty (60) days after receiving all of the following:

3.2.1 The Post Event Report;

3.2.2 The Invoice;

3.2.3 All supporting and other materials required by this Agreement. Payment of Event Amount shall be conditioned on Producer providing such evidence as City requests.

3.3 If the City determines that an audit under Section 7 of the Agreement will be conducted, payment will be made within 120 days of the City receiving the information in

Section 3.2 provided the Producer fully cooperates in the audit. The Producer's failure to fully cooperate in the audit may delay payment beyond 120 days.

4. Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all state, local and federal laws, policies and regulations applicable to the Event. This Agreement is not a permit or regulatory approval to hold the Event. This Agreement is not a promise to make City venues or other resources available for the Event.

5. Indemnification. To the fullest extent permitted by law, Producer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Producer relating to the Event, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others connected with the Event or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Producer's customers or employees. Producer's indemnification obligations shall extend beyond and will not be affected by any termination of this Agreement.

6. Insurance. Producer shall purchase and maintain insurance during the Event and during all setup and takedown and shall include and comply with coverages and limits as follows:

6.1 The following coverages are required as applicable:

6.1.1 If any vehicle is used in the performance of the scope of work that is the subject of this contract, the Producer must maintain Commercial/Business Automobile Liability insurance with a limit of not less than \$1,000,000 each occurrence with respect to the Producer's owned, hired, and non-owned vehicles.

6.1.2 Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Producer's employees; and Employers' Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. If any work is performed by third parties, Producer will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of Producer.

6.1.3 Commercial General Liability insurance on a per occurrence form with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.

6.1.4 If valet parking is offered, Garagekeepers Legal Liability with limits of not less than \$75,000 per vehicle.

6.1.5 If alcohol is sold at the Event by Producer or its subcontractor, liquor liability insurance with a limit of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate.

6.2 For all insurance policies except Workers Compensation, City shall be named as additional insured.

6.3 City's Risk Management Division may increase or change required insurance coverage and limits from time to time depending on the size, scope and nature of the activities of the Event. No reduction in coverage or policy limits is effective without the written approval of City's Risk Manager or designee.

6.4 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Producer shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required by this Agreement which protects City and Producer. Producer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.5 Required insurance shall be issued by insurance companies licensed to do business in the State of Arizona, or from qualified non-admitted insurers who are authorized to do business in the State of Arizona.

6.6 Producer shall provide City, prior to the Event, certificates of insurance as evidence that the required insurance coverages and limits are in full force and effect. If the Event occurs at WestWorld, compliance with the WestWorld event contract regarding evidence of insurance will be considered compliance with this Section.

7. Records and Audit Rights. Producer's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Producer or any of Producer's payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Producer's records and personnel in accordance with the provisions of this Section throughout the term of this contract and for a period of 3 years after last or final payment.

Producer must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Producer and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section discloses overcharges of any nature by the Producer to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Producer. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Producer's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Producer.

8. Term/Termination. This Agreement shall be in effect from the date executed by City's Mayor and will terminate upon Producer providing to City a satisfactory Post Event Report and City paying to Producer the Event Funds. However, City may, without further obligation, terminate the Agreement earlier for convenience or cause, upon giving Producer ten (10) days written notice. If the Event is canceled, this Agreement and all obligations of City and Producer hereunder shall also be cancelled at such date.

9. Miscellaneous.

9.1 Assignment. Producer's obligations and rights hereunder shall not be assigned or delegated, in whole or in part, without City's prior written consent.

9.2 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

9.3 Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties.

9.4 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

9.5 Attorney's Fees. If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

9.6 Authority. The person executing this Agreement on behalf of Producer warrants and represents to have full power and authority on behalf of Producer to enter into and perform this Agreement.

9.7 Employment of Unauthorized Workers. Producer shall comply with A.R.S. §23-211, et seq. and all other applicable federal, state and local laws and regulations that relate to Producer's employees (collectively, the "Unauthorized Worker Laws"). Producer shall cause its contractors to comply with the Unauthorized Worker Laws as respects the contractors' employees. Without limitation, Producer warrants and represents pursuant to A.R.S. §41-4401(A)(1) that Producer and its contractors comply with A.R.S. §23-214(A). Pursuant to A.R.S. §41-4401(A)(2), a breach of this paragraph shall be a material breach of this Agreement and an event of default, which shall entitle City to exercise any and all remedies described in this Agreement or otherwise available at law or equity, including without limitation termination of this Agreement. However, pursuant to A.R.S. §41-4401(C), Producer shall not be deemed to be in material breach of the warranty if Producer and its contractors establish that they have complied with the employment verification provisions prescribed by §274A and §274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). City shall have the right to inspect the records and papers of Producer and its employees, and of Producer's contractors and their employees, to ensure that Producer and its contractors are in compliance with this paragraph.

9.8 Notices. Notices hereunder shall be given in writing by hand delivery or by United States mail, return receipt requested, postage prepaid addressed to:

If to City: Steve Geiogamah (Contract Administrator)
Tourism Development Manager
City of Scottsdale
7506 E. Indian School Road
Scottsdale, AZ 85251

If to Producer: _____

By notice, City or Producer may designate other addresses for receiving mailed notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

9.9 Producer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

PRODUCER: _____

By: _____

Its: _____

CITY: **CITY OF SCOTTSDALE, a
municipal corporation**

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

By: _____
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By: William Hylen
Senior Assistant City Attorney

Katherine Callaway
Risk Management Director

Steve Geiogamah
Tourism Development Manager

Exhibit A

The following are host and promotional benefits outlined in the proposed one-year agreement between _____ and the City of Scottsdale for a \$_____ sponsorship: